

Commencing July 1, 2017

and

Commencing July 1, 2016

and

Commencing July 1, 2015

For the Fiscal Years

The Rumson Administrative Association

and

The Rumson Board of Education

AGREEMENT BETWEEN

ADMINISTRATIVE CONTRACT



This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

*D. Modification - Understanding of Parties*  
During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the times they negotiated or executed this Agreement.

*C. Maintaining Current Benefits*  
Except as this Agreement shall hereinafter otherwise provide all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee's benefits existing prior to its effective date.

*B. Negotiating Team Authority*  
Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations.

*A. Deadline Dates*  
The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of supervisory personnel. Negotiations shall begin no later than 120 days prior to the final notification of the budget by the local Board of Education. Negotiations shall commence with a meeting at a mutually satisfactory place within 15 days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time.

**ARTICLE II. NEGOTIATION PROCEDURE**

*I. Employee - Member - Supervisors:*  
When used hereinafter in this Agreement, the terms shall refer to all professional supervisory employees represented by the Association in the negotiating unit as above defined.

*B. Definitions*  
For purposes of clarity, terms crucial to the interpretation of this contract are listed below:

*A. Unit Membership - Recognition clause*  
In Accordance with Chapter 123, Public Laws of 1974, the Board recognizes "The Rumson Administrative Association," referred to as "The Association" herein, as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for all certified and non-certified personnel, whether under contract, on leave, on a per diem basis, employed, or to be employed by the, "Rumson Board of Education" hereinafter known as "the Board," including only: Principals, Assistant Principals, Coordinators, Directors, Supervisors (excluding the Supervisor of Building & Grounds) and any new supervisory title which shall be established by the Board, referred to as "the Administrator" herein.

**ARTICLE I. MEMBERSHIP**

This Agreement shall be effective as of July 1, 2015 and shall continue in effect until June 30, 2018 subject to the Association's right to negotiate over a successor agreement, as provided therein.

### ARTICLE III. GRIEVANCE PROCEDURE

#### A. Definition

The term "grievance" means a complaint or claim that there has been an improper application, interpretation or violation of any term or provision of this contract, administrative decisions, board policy or state statute affecting a member or a group of members.

#### B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### C. Procedure

1. Filing a grievance - A grievance may be filed by an individual member, a group of members or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within ninety (90) school days of the happening of the event.

2. Failure to communicate a decision - Failure at any step to communicate the decision of a grievance within the specified time limitation shall constitute acceptance of a grievance as sustained. Failure to appeal an answer which is unsatisfactory within the specified time limitations shall be deemed to constitute an acceptance of such response as dispositive.

#### 3. Informal attempt to resolve a complaint - An

individual who has a complaint shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally. However, if the complainant is the Association, the initial discussion shall be at the level of the Superintendent; and, in such event, if the problem is not resolved to the satisfaction of the Association within fourteen (14) calendar days after the conclusion of the discussion, the procedures prescribed in the subsections of this section shall become applicable.

#### 4. Level One: Superintendent of Schools - The

grievant, no later than seven (7) calendar days after receipt of the immediate superior's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the immediate supervisor and his dissatisfaction with the decisions previously rendered, as specified above. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fourteen (14) calendar days. The Superintendent shall communicate his decision in writing to the grievant and the immediate supervisor.

5. Level Two: Board of Education - If the grievance is not resolved to the grievant's satisfaction, he, no later than seven (7) calendar days after the receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board of Education. The Board, or a Committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within thirty-five (35) calendar days of receipt of the grievance by the Board.

6. Level Three: Arbitration - If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, notice of intention to proceed to arbitration shall be given to the Board through the Superintendent within fourteen (14) calendar days after the receipt of the decision which is being appealed. The grievance not resolved by timely resort to the foregoing procedure shall be subject to arbitration initiated and conducted under the rules of the N.J. Public Employment Relations Commission.

**ARTICLE IV. SUPERVISORY EMPLOYEE RIGHTS**

**A. Rights and Protection in Representation**

The arbitrator shall limit himself to the issues submitted to him. He can add nothing to, nor subtract anything from, the Agreement between parties or any policy of the Board of Education. The opinion and award shall be final and binding. Only the Board, the aggrieved and appropriate officials of the Association shall be given copies of the arbitrator's opinion and award. This shall be given within thirty (30) calendar days of the completion of the arbitrator's hearings, or closing of the record.

**D. Costs**

7. Right to Representation - Rights of employees to representation shall be as follows: Any grievant may be represented at all stages of the grievance procedure by himself, or, at his option, by (a) representative(s) and/or an attorney selected and approved by the Association.

When a grievant is not represented by the Association in the processing of a grievance, the Association shall be notified, at the time of submission of the grievance to the Superintendent, or at any later level, that the grievance is in process. The Association shall have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievances.

8. Separate Grievance File - All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

9. Meetings and Hearings - No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in this article.

The fees and expenses of the arbitrator are the only costs which will be shared by the two parties, and such costs will be shared equally. Any other costs shall be borne by the party incurring them. Where, however, the grievant elects to proceed without the Association's concurrence, the costs shall not be borne or shared by the Association.

Time lost by any grievant and/or his representative(s) due to arbitration proceedings shall not be charged to personal time nor shall there be any loss in pay.

Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerned activities for mutual aid and protection. As a fully elected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States: that it shall not discriminate against any supervisory employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association; his participation in any activities of the Association; collective negotiation with the Board; or his institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

**B. Statutory Savings Clause**  
Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

**C. Required Meetings or Hearings**  
Whenever any employee is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter than may adversely affect the status of his employment, he shall be given 48 hours prior notice (which will be in written form) of the reasons for such meeting or interview and shall have (a) representative(s) of the Association and/or attorney present to advise him and represent him during such meeting or interview. Any suspension shall be in accordance with provisions of 18A:25-6 and shall be with pay in compliance with 18A:6-8.3 until formal determination by the appropriate authority. The Association shall have the right to be present to protect the interests, not only of the individual involved, but also of the organization as the bargaining representatives exclusively recognized.

**D. Criticism of Supervisory Employees**  
Any criticism by a supervisor or Board member of an employee shall be made in confidence and not in the presence of teachers, parents, students or at a public gathering.

Any complaints regarding an employee made to a supervisor or Board member must be made in writing, should these complaints be acted upon. The employee shall be given an opportunity to respond to and/or rebut such complaint and shall have the right to be represented by the Association or legal counsel at any meeting or conferences regarding such complaint.

**ARTICLE V. ASSOCIATION BUSINESS**

**A. Information**

The Board agrees to furnish to the Association in response to requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements, all allocations, agendas and minutes of all Board meetings, census data, names and addresses of all employees and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the Association to process any grievance or complaint.

**B. Released Time for Meetings**

Whenever any member of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay and/or benefits.

**C. Use of School Buildings**

Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

**D. Use of School Equipment**

The Association shall have the right to use school facilities and equipment, including computer hardware, peripherals, software, duplicating equipment, calculating machines and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies and equipment incident to such use.

**E. Exclusive Rights**  
The rights and privileges of the Association and its members as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the supervisory employees, as defined in the unit, and to no other organization.

**ARTICLE VI EVALUATIONS**  
**A. Right to Full Knowledge**

The Board of Education and the Superintendent subscribe to the principle that an employee has the right to full knowledge regarding the judgment of his supervisor respecting the effectiveness of his performance and that, further, he is entitled to receive such recommendations that will assist him in increasing the effectiveness of his performance.

**B. Frequency of Review**

Therefore, the Superintendent shall establish supervisory procedures that will guarantee a minimum of three (3) written evaluations per academic year for each non-tenured employee. The process shall be in accordance with provisions of N.J.S.A. 6:3-4.6 and 18A:27-3.1.

**C. Evaluation Procedures**

**1. Copies of reports**  
Each employee shall sign all copies of each written evaluation, attesting to the fact that the contents of the evaluation are known to him. Written evaluation may become part of an employee's personnel file without the employee's signature. Further, each employee shall receive a copy of each written evaluation and be advised that this will be placed in official personnel file.

**2. Right of employee to respond**

A conference shall be arranged between the evaluator and the employee as soon as possible after receipt of the written evaluation by the employee, in compliance with N.J.S.A. 18A:25-5. At such time, the employee is entitled to have his response to the evaluation heard and appended to the evaluation report.

**3. Notice of contract renewal**

Each non-tenured supervisory employee shall receive written notice, prior to May 15 of each year, whether or not the Superintendent intends to recommend a renewal of contract for ensuing year.

**ARTICLE VII JOB POSTINGS**

**A. Date of posting**

When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than fifteen (15) school days before such date. A copy of said notice shall be given to the Association at the time of posting. Members who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept on file in the Superintendent's office for continual consideration for future vacancies until the office is notified in writing by an applicant that the application is withdrawn.

**B. Application procedure**

Members who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the superintendent, together with the position(s) for which they desire to apply and an address where they can be reached during the summer. The superintendent shall notify such employees of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted and in no event less than fourteen (14) days before such date. In addition, the superintendent shall, within the same time period, post a list of promotional positions to be filled during the summer period at the administration office, in each school, and a copy of said notice shall be given to the Association.

**ARTICLE VIII. SHORT TERM LEAVE**

**A. Sick Leave**

**1. Accumulative**

All twelve month, full-time employees shall be entitled to fifteen (15) days sick leave per year, excluding holidays. All ten (10) month, full-time employees shall be entitled to twelve (12) days sick leave per year excluding holidays. At the discretion of the individual Administrator, he / she may utilize up to five (5) of the given fifteen (15) sick days as family illness days. These days shall be available to the Administrator on July 1 each year. Unused days of sick leave shall be accumulated from year to year.

**2. Retirement or termination of employment**

Upon retirement, if the Administrator has completed fifteen (15) years of service in the Rumson School District shall be eligible for payment for unused accumulated sick leave. The payment shall be based on a per diem rate calculated at 40% of the Administrator's current salary, capped at 200 days. All monies shall be deposited into the Administrator's 403b account payable over three (3) years. Deposits shall be made on the first payday in July in each of the three years.

**3. Extended illness**

Where, in a protracted illness, an employee shall have exhausted his accumulated days of sick leave, he may continue to receive full pay as determined by the board of education.

**B. Temporary Leaves of Absence**

All full-time supervisory employees shall be entitled to the following leaves of absence with pay during the school year:

**1. Bereavement Days**

Administrators shall have up to five (5) days per occurrence for immediate family bereavement. Immediate family includes spouses, parents, siblings, children, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparent, grandchild, or other members of the immediate household. Employees will have up to three (3) days per year for other relatives not defined by the immediate family. Bereavement days will not be deducted from the Administrator's personal, sick, or vacation days. The leave is non-cumulative. This leave may be extended by use of personal leave provided for in Section B.3. of this Article.

**2. Personal**

Absence of five (5) days per year may be granted to a 12-month employee and absence of four (4) days per year may be granted to a 10-month employee without reduction in pay for personal business. The number of unused days in any year shall accumulate for the purpose of sick leave from year to year up to a maximum of three (3) unused personal days.



**3. Jury duty**  
In case of required jury duty an employee shall be allowed time off for jury service. He shall be paid the difference between his regular pay and jury pay. (N.J.S.A. 2B:20-16)

**4. Legal**  
In case of required appearance in a court of law involving the employee, he shall be granted time off without reduction in pay for such appearance, if such court case is related to district matters.

**5. Professional conferences/Professional development**  
The Administrator may attend a national conference and any other workshops/conferences at the local, state or regional level that pertain to his/her position and benefit the district provided that prior approval is granted by the Superintendent. All reasonable costs of such attendance will be paid for by the Board (i.e. registration, travel expenses, food expenses etc.) provided that receipts substantiate the expense.

**ARTICLE IX. VACATION**

**A. Vacation Allowance**

**1. Time Allotted**

Annual vacations for association members shall be taken within the contract year at the discretion of the individual member. All twelve (12) month employees covered by this agreement shall be entitled to twenty (20) vacation days annually upon approval of the Superintendent. Up to two (2) unused vacation days annually may be applied to the Administrator's sick leave.

**2. Twelve (12) month Personnel**

a. Members on a twelve (12) month basis shall be entitled to twenty (20) vacation days, which shall occur between July 1 and June 30.

**3. Definition of in-school work year**

The in-school work year shall include days when pupils are in attendance, orientation days and any other days on which teacher attendance is required.

**4. Inclement Weather**

Member attendance shall not be required whenever staff attendance is not required due to inclement weather.

**B. Holidays**

Members shall be entitled to all holidays granted to the teaching staff and pupils, as outlined in the Rumson Education Association contract. Additional Administrator holidays include: Government celebrations of Independence Day and Labor Day.

**C. Vacation Periods**

Members shall be entitled to the vacation days each year of the contract.

**D. Unused Vacation Time**

A member may bank a maximum of five (5) days of accrued vacation time and may use it as his discretion, with permission from the Superintendent. Up to two (2) unused vacation days annually may be applied to the Administrator's sick leave.

The Board agrees to pay the Administrator's annual membership to NJPSA as well as other professional organizations that are relevant to his/her position provided that prior approval is granted by the Superintendent.

*A. Professional Dues*

**ARTICLE XII. OTHER BENEFITS**

1. Any employee who is to be transferred to a principalship in a category in which he has not served previously, e.g., high school principal to elementary school principal, shall be given a minimum of 60 days notice. Any employee who might be transferred within his designated category shall be given 45 calendar days' notice.
2. He shall be given financial support to take any necessary courses to strengthen or improve his background in the area of new assignment.
3. He shall be given the opportunity to become oriented to parents, staff and the school plant.
4. He shall be provided with all information available in order to acquaint himself with school curriculum.

When transfer of employees is being considered by the Board, every effort shall be made to provide for a smooth transition and to guarantee that all aspects of a thorough and efficient management procedure shall be safeguarded. Transfers shall therefore follow these procedures:

*A. Involuntary Transfers*

**ARTICLE XI. JOB TRANSFERS**

Consult with your superintendent to ensure that the procedures and dates agreed to are administratively feasible. Criteria for employment are non-negotiable.

*C. Timing for Decisions*

The Association will be notified of the identity of the person selected for the position within sixty (60) calendar days of the last day for the filing of applications, or if the position has not been filled within that period, or the reason for the delay.

*B. Implementation*

To implement the foregoing, know vacancies will be advertised within [five (5)] calendar days from the date they become official. All candidates for positions shall be fully certified.

*A. Notice*

**ARTICLE X. ADMINISTRATIVE VACANCIES**

A notice of vacancy in an administrative position shall be sent to each employee and a copy shall be sent to the Association twenty (20) calendar days before the final date when applications must be submitted. The notice of vacancy shall set forth the position, its qualifications, its duties and the rate of compensation. See Article VII.

*F. Separation from Service*

1. A member who dies before his contract period is completed shall have payment for his vacation days given to his estate.
2. A member who resigns or retires during the contract year shall receive payment for his vacation days at a per diem rate of 1/260 of the administrator's annual salary.

*E. Legal Holidays*

Administrators and Supervisors have the legal right not to work on legal holidays.

**B. Reimbursement of Tuition, Fees and Books**

**1. Reimbursement**  
The Board agrees to reimburse the tenured and non-tenured Administrator for tuition costs incurred in taking college or university course work up to an amount not to exceed the prevailing per credit rate at Rutgers, the State University, for a maximum of nine (9) credits per year including online courses provided that prior approval is granted by the Superintendent. If and Administrator leaves the District by way of resignation, the Administrator must reimburse the District for all of the credits paid for one calendar year prior to the effective date of resignation.

**2. Approval for courses**

Courses must be approved by the Superintendent prior to registration.

**3. Time limit for reimbursement**

Reimbursement shall follow within 60 days of submission of an itemized voucher.

**C. Outside Professional Activities**

The Administrator may undertake outside consulting work, speaking engagements, writing, or teaching, provided that such activities do not conflict with the performance of the Administrator's duties and are granted prior approval by the Superintendent.

**ARTICLE XIII. CURRICULUM DETERMINATION**

**A. Initiating Proposals**

Proposals for curriculum change can be initiated by professionals at any level of responsibility.

**B. Approving Proposals**

Before a proposal involving curriculum change is sent to the Board of Education, employees affected by the change may review and make recommendations reference the proposal.

**ARTICLE XIV. INSURANCE PROTECTION**

**A. Full Health Care Coverage**

As of the beginning of the 2012 school year, the board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each employee and in cases where appropriate, for family-plan insurance coverage.

**1. Provision of coverage**

The Administrator shall be granted the same health benefits package as the Rumson Education Association. "Pursuant to law, the Administrator shall contribute an amount established by P.L. 2011, Chapter 78 toward payment of premiums."

**2. Carrier(s)**

The health insurance carrier(s) shall be the same as the Rumson Education Association.

**3. Special program(s) and carrier(s)**

In addition to the above-stated program, provision shall be made to provide the following health programs:

a. Prescription drug costs

b. Dental care

The Board shall make payment for the services listed above in this paragraph with a carrier(s) approved by the Rumson Education Association.

**4. Complete annual coverage**  
For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31.

**5. Waiver of coverage**  
The Board shall grant the Administrator the option to waive insurance, at the same rate provided to the Rumson teaching association. The Administrator must do so during open enrollment periods.

**B. Description to Employee**  
The Board shall provide to each employee a description of the health-care insurance coverage provided under this Article, no later than the beginning of the school year, which shall include a clear description of conditions and limits of coverage as listed above.

**C. Disability Insurance**  
Contributions toward NJCSA Group Disability Insurance Policy at the annual gross salary level of \$30,000.00 or the monetary equivalent of the policy premium (\$108 per month) will be made by the Board. The Administrator may buy additional coverage at the current group rate.

**D. Tax Sheltered Annuity**  
An employee may authorize the Board to make deductions for the purpose of tax-sheltered annuities pursuant to the provisions of R.S. 18A:66-127, and the terms of a group contract approved by the Board. Board contributions toward a qualified retirement plan, such as a 403b or 457, will be a match, and will not exceed 2,000.00 per year and the Board contribution will be \$1.00 for every \$1.00 contributed by the Administrator to such plan, should the Administrator contribute up to that dollar amount.

## **ARTICLE XV. WORK CONDITIONS**

**A. Unsafe and Hazardous Conditions**  
Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

**B. Procedures for Emergency Conditions**  
The Board of Education, in conjunction with the Association, shall establish written policies and procedures for handling emergency situations. In the event an emergency situation arise that is not covered by the written policy, the building principal shall have the authority to make whatever decision he deems necessary for the safety and welfare of the students.

## **C. Assault**

**1. Legal assistance**  
The Board shall give full support, including legal and other assistance, for any assault upon the employee while acting in the discharge of his duties.

**2. Leave**  
When absence arises from such assault or injury, the administrator shall be entitled to full salary and to other benefits for the period of such absence but shall not forfeit any sick leave or personal leave subject to Workers Compensation Laws.

**3. Reimbursement for personal property damage**  
The Board shall reimburse employees for the reasonable cost of any clothing or other personal property damages or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of his duties within the scope of his employment.

**4. Medical**  
The Board shall reimburse an employee for the cost of medical, surgical or hospital services incurred as the result of any injury sustained in the course of his employment.

**5. Worker compensation**  
Benefits derived under this or subsequent agreements shall continue beyond the period of any Worker's Compensation until the complete recovery of any employee when absence arises out of or from assault or injury.

**D. Personnel Records**

**1. File**  
An employee shall have the right, upon request to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. An employee shall be entitled to have representatives(s) of the Association accompany him/her during such review. At least once every two (2) years, an employee shall have the right to indicate those documents and/or other materials in his file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. The decision to remove any such paperwork from a personnel file is made final by the Superintendent.

**2. Derogatory Material**  
No material derogatory to an employee's conduct, service character or personality or any material which could have an adverse effect on an employee's status shall be placed in his/her personnel file unless the member has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such materials by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The member shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

**3. No Separate File**  
Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

**E. Termination of Employment**

This Employment Contract may be terminated by:

- A. Mutual agreement of the parties.
- B. Upon sixty (60) days' written notice without cause by either party.
- C. Disability of the Administrator.

If a question exists concerning the capacity of the Administrator to return to his/her duties, the Board may require the Administrator to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The examination shall be done at the expense of the Board. The physician shall limit his/her report to those factors that had prohibited or will prohibit the Administrator from performing his/her duties.

Any adjustment in salary or addition of Administrative Staff made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Administrator have entered into a new employment contract. The starting salary of all new administrators shall be determined by the Board of Education.

**B. Other Provisions**

|                  |           |           |           |
|------------------|-----------|-----------|-----------|
|                  | 2015-2016 | 2016-2017 | 2017-2018 |
| Shari Feeney     | 115,286   | 118,318   | 121,418   |
| Amy Romano       | 107,888   | 110,725   | 113,626   |
| Michael Snyder   | 117,937   | 121,039   | 124,210   |
| Jennifer Gibbons | 131,392   | 134,848   | 138,381   |
| Laurie Volpe     | 120,258   | 123,421   | 126,655   |

**A. Salary**

**ARTICLE XVI. COMPENSATIONS**

The Board shall hold harmless and indemnify the Administrator for all claims, suits, actions, and legal proceedings in his/her capacity as an agent and/or employee of the Board, as set forth in N.J.S.A. 18A:16-6 and N.J.S.A. 18A:16-6.1.

**J. Professional Liability**

The Administrator may undergo a physical examination at least once in every year pursuant to N.J.S.A. 18A:16-2 and 16-3, the scope of which shall be no less than that determined under rules of the State Board. Said examination may be made by a physician or institution designed by the Board or may be made by a physician or institution of the Administrator's choosing and the cost thereof and of all laboratory tests and procedures shall be borne by the Board in an amount not to exceed \$500 per year.

**I. Medical Examination**

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so, in writing, at the following address:

**H. Notice**

The School District will, at its own expense, print sufficient copies of this Agreement for present and new employees.

**G. Printing and Distribution**

1. All members of the Association who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the state rate of reimbursement per mile. The Board's insurance shall act as secondary insurance coverage in the event of damages, losses and expenses incurred by a member arising out of the authorized use of his automobile in the performance of school duties, after the primary claims are filed through the employee's insurance.

**F. Use of Automobile**

**C. Overnight Compensation**  
 Any employee covered by the Agreement who participates and/or is assigned to supervise students at an overnight activity, shall be reimbursed at their hourly rate for a six hour period per night. This would be their annual salary divided by 215 for a 10-month employee; or their annual salary divided by 260 for a 12-month employee, this would then be their daily rate; this amount would then be divided by 8 for their hourly rate.

**D. Cell Phone Reimbursement**  
 The District will pay \$25.00 per Administrator per month reimbursement for cell phone usage.

WHEREAS, the Administrator approves the terms and conditions of this Employment Contract, and agrees to be bound by same.

WHEREAS, this Employment Contract has been approved by a recorded roll call majority vote of the Members of the Board of Education at its meeting on November 18, 2015 with said action having been made a part of the official minutes of that meeting.

IN WITNESS WHEREOF, the parties set their hands and seals to this Employment Contract effective on the day and year first written.

Witness:

*Jessie Gilpin*  
 11-20-15

*Shari Feeney*  
 11/20/15

*James M. [Signature]*

*Colleen O'Leary*  
 President  
 RUMSON BOARD OF EDUCATION



Small, illegible text or markings in the bottom right corner.